

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 06-142
ANNUAL REQUIREMENTS FOR FILM AND FILM PROCESSING
SERVICES

DATE: May 18, 2006

CONTRACT PERIOD: June 1, 2006 thru May 31, 2007

CONTRACTOR: The Photo Shoppe
301 N. Cotner
Lincoln NE 68505

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jerry Grenemeier
Telephone No.: 402-466-8218
FAX No.:
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Attached Bid Schedule and Addendum for Film Processing

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 076359
Dated: 05-16-06

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS FOR PHOTOGRAPHIC
FILM PROCESSING, SPEC. NO. 06-142**

**Contractor:
The Photo Shoppe
301 N. Cotner
Lincoln, NE 68504**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 28th day of April 2006, by and between **The Photo Shoppe, 301 N. Cotner, Lincoln, NE 68504** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For all labor, material and equipment necessary for Annual Requirements for Photographic Film Processing, Spec. No. 06-142 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As Per Attached Bid Schedule and Addendum

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. **The completion shall be one (1) year from June 1, 2006 through May 31, 2007**, with options to renew for two (2) additional one (1) year periods starting on June 1, 2007.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.
dated

076359

May 16, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Ramona J. Menemeris (SEAL)
Secretary

Greenview Enterprises Inc
Name of Corporation
301 NO Cotton Blvd
Lincoln NE 68505 -
(Address)

By: *Jeffrey D. Menemeris*
Duly Authorized Official

Jeffrey D. Menemeris
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

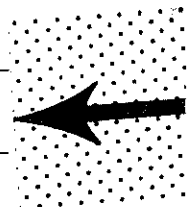
By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature



COMPANY NAME _____

PROPOSAL SPECIFICATION NO. 06-142

BID OPENING TIME: 12:00 NOON
DATE: April 26, 2006

The undersigned bidder, having full knowledge of the requirements of the City for the below listed items and the contract documents (which includes the Notice to Bidders, Instructions to Bidders, this proposal, specifications, contract, addenda, if any) and all other conditions of the proposal, agrees to sell to the City the below listed items for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

BIDDERS NOTE: The City anticipates developing approximately 3,000 rolls of film during the term of this agreement on an as-needed basis.

Pick-up and Delivery are a very important part of this service for Lincoln Police located at 575 South 10th Street.

BID ITEM**BID PRICE**

	<u>DESCRIPTION</u>	<u>DEVELOPING CHARGE</u>	<u>PER PRINT CHARGE</u>	<u>PKG. TOTAL</u>
	<u>PROCESSING COLOR PRINT FILM:</u> *			
1.	3" X 5" Print, Single, 12 Exp.	\$ <u>1.85</u>	\$ <u>.17</u>	\$ <u>2.81</u>
2.	3" X 5" Print, Single, 24 Exp.	\$ <u> </u>	\$ <u> </u>	\$ <u>5.92</u>
3.	3" X 5" Print, Single, 36 Exp.	\$ <u> </u>	\$ <u> </u>	\$ <u>7.97</u>
4.	4" X 6" Print, Single, 12 Exp.	\$ <u> </u>	\$ <u> </u>	\$ <u>3.81</u>
5.	4" X 6" Print, Single, 24 Exp.	\$ <u> </u>	\$ <u> </u>	\$ <u>5.13</u>
6.	4" X 6" Print, Single, 36 Exp.	\$ <u> </u>	\$ <u> </u>	\$ <u>7.97</u>
	<u>PROCESSING BLACK AND WHITE PRINT FILM</u> *			
7.	3" X 5" Print, 12 Exp.	\$ <u>3.95</u>	\$ <u>.17</u>	\$ <u>5.99</u>
8.	3" X 5" Print, 24 Exp.	\$ <u> </u>	\$ <u> </u>	\$ <u>8.03</u>
	<u>SLIDE PROCESSING:</u>			
9.	24 Exp.	\$ <u>7.95</u>	\$ <u> </u>	\$ <u> </u>
	<u>REPRINTS AND ENLARGEMENTS</u>	<u>COLOR NEGATIVE</u>	<u>COLOR SLIDE</u>	<u>B & W NEGATIVE</u>
10.	3" X 5"	\$ <u>25</u>	\$ <u>.50</u>	\$ <u>.25</u>
11.	8" X 12"	\$ <u>4.95</u>	\$ <u>4.95</u>	\$ <u>4.95</u>
12.	<u>NORMAL FILM PROCESSING TIME</u>	<u>24</u> Hours - or until next delivery		

ⓧ Please see Attached Addendum

Company Name _____

BID ITEM

BID PRICE

DESCRIPTION

**DEVELOPING
CHARGE**

**PER PRINT
CHARGE**

**PKG.
TOTAL**

RUSH SERVICE FOR COLOR PRINTS

13. 1 HOUR

12 Exp.

\$ 2.85 \$.17 \$ 4.89

24 Exp.

\$ 2.85 \$.17 \$ 6.93

36 Exp.

\$ 2.85 \$.17 \$ 8.97

14. 4 HOUR

12 Exp.

\$ 1.85 \$.17 \$ 3.89

24 Exp.

\$ 1.85 \$.17 \$ 5.93

36 Exp.

\$ 1.85 \$.17 \$ 7.97

RUSH SERVICE FOR COLOR PRINTS

Location of Rush Service Facility:

No.1: Address: 201 N. Colfax

Phone No.: 464-2512

No.2: Address: _____

Phone No.: _____

Charge for "pushing" film processing

Please state charges here:

\$ 2.00

15. **Please state if bidder is willing to provide daily delivery and pick-up services at the following locations:**

15.1 County-City Building
555 South 10th Street

YES _____ NO ?

15.2 Hall of Justice
575 South 10th Street

YES _____ NO ?

*Please see attached
addendum*

15.3 Police Department Bldg.
575 South 10th Street

YES ✓ NO _____

15.4 Lincoln-Lancaster County
Health Department
3140 "N" Street

YES _____ NO ?

15.5 **Attach any details of daily delivery and pick-up service to this bid proposal which may include any additional costs, break-off points or minimum/maximums associated with this service.**

15.6 Bidders shall attach to this bid proposal any additional details relating to the terms and conditions of the Agreement for film processing: such as 24-hour developing service; procedures for handling film processing envelopes, invoicing and statement policies; and their policy for handling complaints (poor quality of prints, etc.).

BID SECURITY REQUIRED: Yes _____ Amount: _____ Or No X

Special provisions for Commodity Term Contracts are included with specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal Form.

Bidder must check here if contract extension renewal is an option: Yes _____ No _____

TERM PRICE CLAUSE: Term of agreement is one (1) year from June 1, 2006 through May 31, 2007, with options to renew for two (2) additional one (1) year periods starting on June 1, 2007.

Bidder must state:

- (a) Bid prices firm for the full contract period: X; or
(b) Bid prices subject to escalation/de-escalation _____
(c) If (b), state period for which prices will be firm: through _____

Please see Attached
Addendum

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES _____ NO

If YES, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Jerry Gracencier
TITLE: President
PHONE NO.: 402/466-8218

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-142

The Photo Shoppe
COMPANY NAME
301 N. Cotner
STREET ADDRESS or P.O. BOX
Lincoln, NE 68504
CITY, STATE ZIP CODE
466-8218 466-8255
TELEPHONE No. FAX No.
jerry@photoshoppe.com
E-MAIL ADDRESS

BY (Signature)

Jerry D. Gracencier
(Print Name)

President
(Title)

4/2/06
(Date)

ESTIMATED DELIVERY DAYS

Addendum to City Bid #. 06-142 from The Photo Shoppe

April 26, 2006

Color film pricing. Please note that our pricing is calculated using the number of prints made. If a 24 exposure roll is used but only 14 prints are made, the charge would be \$4.23. Not the \$5.93 shown on the bid sheet. Our experience has been that full rolls are the exception rather than rule.

Black & White processing: These prices apply when *true B/W* film is used. If the film used is a C-41 process (same as color film) the prices will be the same as color processing.

Pickup and delivery service. The Photo Shoppe will provide twice a week pickup and delivery. Our preferred days would be Tuesday and Friday although that would be negotiable.

We would ask that all film from all departments be taken to one location for pickup and drop off. The Police Property room has far more film than any other location and would be the ideal location for our purposes.

All departments film would then be delivered to the property room. This also is open for discussion.

Delivery service will be maintained as long as roll volumes support the service. Should the time come when this is not the case, the Photo Shoppe will give the City 30 day notice the service will be discontinued. The City will then have the opportunity to deliver and pickup film at our main location, or, make new contractual arrangements with another supplier.



Jerry Grenemeier